LICENSES—MUNICIPAL CORPORATIONS—REASONABLENESS.—STATE ET AL. V. COOPER, 47 S. E. 129 (N. C.).—*Held*, that when a liveryman being licensed in his own town, meets a person in another and drives him into the country, such town cannot require a license, the contract having been made without its limits. Montgomery, J., *dissenting*.

Municipalities may lay taxes for municipal purposes on privileges. *Moore v. Commissioners of Fayetteville*, 80 N. C. 154; *Wilmington v. Macks*, 86 N. C. 88. A single act does not constitute a business. *Kipp v. Patterson*, 26 N. J. 288; *Durham v. Rochester*, 5 Cow. 462. Municipal powers are to be strictly construed. *State v. Charleston Council*, 2 Speers L. (S. C.) 624. On the other hand, unreasonableness cannot be maintained on ground of non residence, within corporate limits. *Bates v. Mobile*, 46 Ala. 158; *City of St. Charles v. Nolle*, 51 Mo. 122.

MORTGAGE—LIFE TENANT—VALIDITY.—BRYAN V. DUPOYSTER, 130 FED. 83 (C. C. A.).—*Held*, that an instrument in the nature of a mortgage creates no lien on land which can be enforced after the end of the estate of the *cestui que trust*.

In most jurisdictions when, as in the case under consideration, the trustee has merely been given power to sell the trust property, such power does not authorize him to mortgage the property even during the existence of the estate of the *cestui que trust*. *Stronghill v. Austey*, 22 L. J. Ch. 130; *Hannah v. Carnahan*, 65 Mich. 601; *Hoyt v. Jacques*, 129 Mass. 286: But the courts of Georgia and Pennsylvania hold otherwise. *Miller v. Redwine*, 75 Ga. 130; *Zane v. Kennedy*, 42 Pa. St. 259. In *McCreary v. Bomberger*, 151 Pa. St. 323, it was held that a life tenant with power to sell may execute a mortgage which will bind even the remaindermen. The general rule is that a trustee has no implied power to mortgage. *Jamison v. McWhorter*, 7 Houst. 242 (Del.); *Griffin v Blanchar*, 17 Cal. 70. But where it is reasonable or necessary for the execution of the trust, a power to mortgage may be implied. *Gilbert v. Penfield*, 124 Cal. 234.

NEGLIGENCE—JOINT LIABILITY.—GRAVES V. CITY AND S. TEL. ASS'N., 132 FED. 387 (D. C.).—Where a trolley feed-wire was negligently allowed to form a circuit with irons on a telegraph pole, whereby plaintiff's intestate received a mortal shock and fall, *held*, that the negligence of the trolley and telegraph companies, though independent, was identical and made them joint tort feasors.

As to what constitutes joint wrongs the courts seem to conflict. Thus independent speakers of identical slanderous words are not joint wrongdoers. *Chamberlain v. Goodwin*, Cro. Jac. 647. But persons uttering identical statements in furtherance of a single fraud are jointly liable. *Patten v. Gurney*, 17 Mass. 182. And one injured by collision, through negligence of a railroad company and a trolley company, may sue them both jointly, though their acts of negligence were diverse. *Matthews v. Delaware, L. & W. Co.*, 56 N. J. L. 34. Persons whose animals, being kept on common premises, commit a trespass, may be sued jointly, though the animals are owned severally and individually. *Jack v. Hudnall*, 25 Ohio St. 255. Indivisibility of damage seems to be a frequent factor in determining joint liability.

PRESCRIPTION—WAY OF NECESSITY—ADVERSE USE.—ANN ARBOR FRUIT CO. V. RAILROAD CO., 99 N. W. 869 (MICH.).—Plaintiff continued to use a way

of necessity after the necessity had ceased, owing to the opening of a street. *Held*, that his user did not become adverse until the land owner had notice of the hostile claim.

The possession of one who enters upon land under a license, and who does nothing inconsistent with his holding as licensee, does not begin to be adverse until he notifies the licensor of the hostile claim. *St. Joseph v Steel*, 122 Mich. 70. A use which begins under a license will not be considered adverse until the license is repudiated and such repudiation brought home to the knowledge of the owner of the servient estate. 22 Am. Eng. Enc. Law. 1198. The decision in the principal case appears to be based upon the doctrine laid down in these two citations taken from the opinion while nothing is said of the difference which manifestly exists between the position of one who uses a way in the capacity of a license and one who continues to use a way which the law gave to him on account of his necessitous condition, the right to the use of which disappears *ipso facto* when the necessity is removed. There are no decisions directly on this point, but since it is well established that a way of necessity ceases as soon as the necessity to use it ceases, *Collins v. Prentice*, 15 Conn. 35; *Trust Co. v. Milnor*, 1 Barb. 353; *Viall v. Carpenter*, 80 Mass. 126, it may well be argued that the user being open, notorious and under claim of right, the statute would begin to run irrespective of whether or not the owner of the servient estate had knowledge that the user was no longer due to necessity.

SHIPPING—LIMITATION OF LIABILITY—KNOWLEDGE OF OWNERS.—WEISSHAAR V. KIMBALL CO., 128 FED. 397 (C. C. A.).—Where the president of a steamship company was present in a small boat sent ashore by one of the company's ships, and acquiesced in the negligent overloading of a boat, whereby a passenger was drowned, *held*, that such negligent overloading was with the "knowledge of the ship owners," such that the company was not entitled to limitation of liability for the injuries resulting.

Where the unseaworthy condition of a vessel would be shown by a proper examination, her owners are chargeable with knowledge thereof, so that the owners cannot avail themselves of the limited liability acts of the United States. *In re Myers Co.*, 57 Fed. 240. But knowledge of latent defects in a boiler is not to be imputed to a corporation, if the corporation has in good faith employed a competent person to inspect the boiler. *The Annie Faxon*, 21 C. C. A. 366. And knowledge by a wrecking master employed by an underwriter is not knowledge of the owner so as to charge the owner with responsibility for negligence of a wrecking master beyond the value of the vessel. *Craig v. Ins. Co.*, 141 U. S. 638.

TORTS—JOINT WRONGDOERS—RELEASE OF ONE—EFFECT.—CAREY V. BILBY, 129 FED. 203 (C. C. A.).—Where one tortiously injured releases one of two joint tort feasors, but expressly reserves all right of action against the other tort feasor, *held*, that such reservation is valid, so that the release does not bar action against the other tort feasor.

Some courts hold that the policy of the law demands the discharge of other tort feasors when one is released, even though the release expressly provides to the contrary. *Mitchell v, Allen*, 25 Hun (N. Y.) 543. But others hold that the consideration for the release of one satisfies the claims against the other only *pro tanto*,—a rule which prevents double satisfaction and yet carries on the intention of the parties. *Smith v. Gayle*, 58 Ala. 600; *Cham-*